

241789

MCGRATH LAW FIRM

A Professional Association

PETER G. McGRATH, ESQ*
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* ADMITTED IN NEW HAMPSHIRE
** ADMITTED IN SOUTH CAROLINA

1100 QUEENSBOROUGH BOULEVARD, SUITE 201
MOUNT PLEASANT, SC 29464
PHONE: (843) 606-2755
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February 8, 2013

COPY

Posted: lod

Dept: SA

Date: 2/12/13

Time: 1:33

Via. U.S. Mail & Facsimile

Public Service Commission of South Carolina
Attn: Clerk's Office
PO Drawer 11649
Columbia, SC 29211

Re: FireMan's Carry, LLC Application for a Class E (Household Goods) Certificate of
Public Convenience and Necessity
Docket No.: 2012-363-T

Dear Clerk's Office:

Please find enclosed an Amended Application for a class "E" Household Goods
Certificate for FireMan's Carry, LLC.

Thank you for your consideration in this matter.

With kind regards, I am

Very truly yours,

Abigail A. Eshelman

Abigail A. Eshelman
Paralegal to Matthew E. Pecoy

RECEIVED
FEB 12 2013
CLERK'S OFFICE

Enclosure

cc: Client

George Parker, Office of Regulatory Staff (via email)

STATE OF SOUTH CAROLINA

(Caption of Case)

APPLICATION OF "FIREMAN'S CARRY LLC"
FOR CLASS "E" HOUSEHOLD GOODS
CERTIFICATE

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET
NUMBER: 2012 - 363 - 8

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

Please type or print) Submitted by: Matthew E Pecoy, McGrath Law Firm PA

Telephone: 8443-606-2755

Address: 1100 Quensborough Blvd.

Fax: 843-388-7203

#201

Other:

Mt. Pleasant, SC 29464

Email: mpecoy@mcgrathlawfirm.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- ☐ Application - Class A/A Restricted
- ☐ Application - Class C Taxi
- ☐ Application - Class C Charter
- ☐ Application - Class C Charter Bus
- ☐ Application - Class C Non-Emergency
- ☐ Application - Class C Stretcher Van
- ☒ Application - Class E Household Goods
- ☐ Application - Class E Hazardous Waste
- ☐ Application
- ☐ Request for Extension to Comply with Order
- ☐ Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded
- ☐ Request for Cancellation of Certificate
- ☐ Request for Suspension
- ☐ Request for Reinstatement
- ☐ Request for Name Change on Certificate
- ☐ Request to Amend Scope of Authority
- ☐ Request to Amend Tariff (rate increase, etc.)
- ☐ Request to Amend Passenger Limit
- ☐ Request
- ☐ Exhibit
- ☐ Late-Filed Exhibit
- ☐ Letter
- ☐ Proposed Order
- ☐ Publisher's Affidavit
- ☐ Reservation Letter
- ☐ Response
- ☐ Return to Petition
- ☒ Other: first amended application

you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: amended 2/1/2013

- ☒ E (HHG) - Household Goods
☐ E (HAZ) - Hazardous Material

IMPORTANT! If application is to amend scope of authority, a current annual report must be on file with the Commission **before** application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application
☐ Amended Scope of Authority

Current Scope:
(list counties)

Amended Scope:
(list counties)

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

FireMan's Carry LLC

46 Kennedy St. Charleston, SC 29403

Street Address of Applicant

Mailing Address of Applicant (if different from street address)

843-364-8658

Phone

FAX

firemanscarymovers@gmail.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☐ Corporation - List names and addresses of two principal officers.

LLC: David Fleming, President

Todd Delamielleure, Dir. of Business Development

4. Applicant proposes to operate service as follows: (Check one.)

- ☒ Intrastate Only ☐ Interstate Only ☐ Both

5. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☐ Yes ☒ No

If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.

6. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of convictions below.

7. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of revocations below.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

BALANCE SHEET

Balance at Time Application is Filed:

Month feb Year 2013

Assets:

Cash	310
Receivables	
Real Estate	
Buildings and Equipment (Net)	300
Motor Vehicles (Net)	2000
Garage Equipment (Net)	
Machinery and Tools (Net)	100
Supplies on Hand	300
Prepays and Other Assets	
Total Assets *	3010
<u>Liabilities and Equity:</u>	
Accounts Payable	500
Notes Payable	
Mortgages Payable	
Equipment Obligations	
Accrued Salaries and Wages	1500
Other Accrued Obligations	
Other Liabilities	
Total Liabilities	2000
Capital Stock	
Retained Earnings	1010
Total Equity	3010
Total Liabilities and Equity *	3010

* Total Assets = Total Liabilities and Equity

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

- \$90 per hour, minimum 3 hours.

-2 men included at this price

+ \$40 per hour per additional mover needed

*See Tariff & BOL for complete list of charges

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

☒ Household Goods, as defined in R103-210(1)

☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.

You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- | | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville | <input type="checkbox"/> Cherokee | <input type="checkbox"/> Florence | <input type="checkbox"/> Lee | <input type="checkbox"/> Saluda |
| <input type="checkbox"/> Aiken | <input type="checkbox"/> Chester | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington | <input type="checkbox"/> Spartanburg |
| <input type="checkbox"/> Allendale | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion | <input type="checkbox"/> Sumter |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Clarendon | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Marlboro | <input type="checkbox"/> Union |
| <input type="checkbox"/> Bamberg | <input type="checkbox"/> Colleton | <input type="checkbox"/> Hampton | <input type="checkbox"/> McCormick | <input type="checkbox"/> Williamsburg |
| <input type="checkbox"/> Barnwell | <input type="checkbox"/> Darlington | <input type="checkbox"/> Horry | <input type="checkbox"/> Newberry | <input type="checkbox"/> York |
| <input type="checkbox"/> Beaufort | <input type="checkbox"/> Dillon | <input type="checkbox"/> Jasper | <input type="checkbox"/> Oconee | |
| <input type="checkbox"/> Berkeley | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Kershaw | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Edgefield | <input type="checkbox"/> Lancaster | <input type="checkbox"/> Pickens | |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield | <input type="checkbox"/> Laurens | <input type="checkbox"/> Richland | |

DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

[illegible]

INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Name of Applicant

Address of Applicant

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance \$ _____

Limits _____

Cargo Insurance \$ _____

Limits _____

* Attach Certificate of Insurance if available.

Name of Insurance Company

Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

Date

Authorized Insurance Company Representative's Signature

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)

FIREMAN'S CARRY LLC

Name

U.S.D.O.T No.

ICC No.

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

- ☐ Yes ☒ No ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

- ☐ Satisfactory ☐ Conditional ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been places "out of service" by Transport Police safety officers in the past twelve (12) months?

- ☐ Yes ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

- ☐ Yes ☒ No

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

- ☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

- ☒ Yes ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
POST OFFICE DRAWER 11649
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

James Fleming / Phill Dyfied
Applicant's Signature
OWNER / OWNER
Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA)
COUNTY OF Charleston)

SWORN TO BEFORE ME
This 14th day of February 2013

[Signature]
Notary Public

Commission Expires August 2021

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

DAVID FLEMING, FIREMAN' CARRY LLC

Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392;395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

DAVID FLEMING

I, DAVID FLEMING, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

SWORN TO BEFORE ME

This 8th day of February, 20 13

Notary Public

Commission Expires

Aug 2021

David Fleming
Applicant's Signature

Print Application

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

FIREMAN'S CARRY LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on September 17th, 2012, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
19th day of September, 2012.


Mark Hammond, Secretary of State

SEP 17 2012

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic
Filing Fee - \$110.00

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws §33-44-202 and §33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

FIREMAN'S CARRY LLC

*NOTE: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "LLC", "L.C." "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is

1337 Song Sparrow Way
Street Address
Hanahan SC 29410
City Zip Code

3. The initial agent for service of process is

David Fleming [Signature]
Name Signature of Agent

and the street address in South Carolina for this initial agent for service of process is

46 Kennedy St.
Street Address
Charleston SC 29403
City Zip Code

4. List the name and address of each organizer. Only one than one.

120917-0076 FILED: 09/17/2012
FIREMAN'S CARRY LLC

Filing Fee: \$110.00 ORIG



South Carolina Secretary of State

(a) David Fleming
Name
46 Kennedy St.
Street Address

Mark Hammond

Charleston SC 29403
City State Zip Code

(b) Todd Dehamielleure
Name

1337 Song Sparrow Way
Street Address
Hanahan SC 29410
City State Zip Code

Name of Limited Liability Company _____

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. _____

6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a) _____
Name

Street Address

City State Zip Code

(b) _____
Name

Street Address

City State Zip Code

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under §33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.

9. Any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

10. Each organizer listed under number 4 must sign.

TOD R...
Signature of Organizer
Todd Delaney
Signature of Organizer

September 14, 2012
Date
9/15/12
Date

COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

9/19/2012

T. Lowndes - Charleston Office

19 St. Andrews Blvd.

Charleston SC 29407

CONTACT: Julia Hassell, CISR

PHONE (843) 763-0120

CELL (843) 763-0272

EMAIL: jhassell@ctlowndes.com

ADDRESS: jhassell@ctlowndes.com

AGENCY CUSTOMER ID: 00055140

CARRIER

Quote Only

UNDERWRITER:

POLICIES OR PROGRAM REQUESTED

GL

UNDERWRITER OFFICE:

POLICY NUMBER

GL APP

INDICATE SECTIONS ATTACHED

ACCOUNTS RECEIVABLE/

VALUABLE PAPERS

BOILER & MACHINERY

BUSINESS AUTO

X COMMERCIAL

GENERAL LIABILITY

CRIME/MISCELLANEOUS CRIME

DEALERS

DRIVER INFO SCHEDULE

ELECTRONIC DATA PROC

EQUIPMENT FLOATER

GARAGE AND DEALERS

GLASS AND SIGN

INSTALLATION/BUILDERS RISK

OPEN CARGO

PROPERTY

TRANSPORTATION/

MOTOR TRUCK CARGO

TRUCKERS/MOTOR CARRIER

UMBRELLA

VEHICLE SCHEDULE

WORKERS COMPENSATION

YACHT

STATUS OF TRANSACTION

QUOTE ☒ ISSUE POLICY ☐ RENEW ☐

BOUND (Give Date and/or Attach Copy):

CHANGE DATE TIME

CANCEL 9/19/2012 12:01

X AM

PM

PACKAGE POLICY INFORMATION

ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES

PROPOSED EFF DATE PROPOSED EXP DATE BILLING PLAN PAYMENT PLAN AUDIT

10/1/2012 10/1/2013 X DIRECT BILL

AGENCY BILL PACKAGE POLICY PREMIUM: \$ 0.00

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds)

Fireman's Carry, LLC

MAILING ADDRESS INCL ZIP+4 (of First Named Insured)

46 Kennedy Street

Charleston

SC 29403

EIN OR SOC SEC #

of First Named Insured:

PHONE (A/C, No, Ext): (646) 512-3691

WEBSITE ADDRESS(ES): dbfleming@gmail.com

INDIVIDUAL CORPORATION

PARTNERSHIP JOINT VENTURE

SUBCHAPTER S

CORPORATION

NOT FOR

PROFIT ORG

X

LLC

NO OF MEMBERS

AND MANAGERS

OR BUREAU NAME:

ID NUMBER:

DATE BUS

STARTED

2012

INSPECTION CONTACT: Dave Fleming

PHONE (A/C, No, Ext): (646) 512-3691

E-MAIL ADDRESS:

ACCOUNTING RECORDS CONTACT:

PHONE (A/C, No, Ext):

E-MAIL ADDRESS:

PREMISES INFORMATION

ACORD 823 attached for additional premises

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED
		46 Kennedy Street	INSIDE	OWNER				
		Charleston	OUTSIDE	TENANT				
		Charleston					15,000	
			INSIDE	OWNER				
			OUTSIDE	TENANT				
			INSIDE	OWNER				
			OUTSIDE	TENANT				
			INSIDE	OWNER				
			OUTSIDE	TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

Moving business - no storage - ~~Tri-county area~~ - 100 mi radius - 2 owners - no other employees

at this time - part time business - both members of the LLC are firefighters

not limited to 100 mi. radius.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C. T. Lowndes - Charleston Office 749 St. Andrews Blvd. Charleston SC 29407	CONTACT NAME: Julia Hassell, CISR PHONE (A/C, No, Ext): (843) 763-0120 FAX (A/C, No): (843) 763-0272 E-MAIL ADDRESS: jhassell@ctlowndes.com
INSURED Fireman's Carry LLC 46 Kennedy Street Charleston SC 29403	INSURER(S) AFFORDING COVERAGE INSURER A: Western Heritage-Southern Cros INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2012-2013 GL ONLY REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BINDER#2012919107199	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 1,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
			GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY			No Coverage			COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB			No Coverage			EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			No Coverage			WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. EACH ACCIDENT \$
							E.I. DISEASE - EA EMPLOYEE \$
							E.I. DISEASE - POLICY LIMIT \$
				N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the insureds operation.

CERTIFICATE HOLDER Public Service Commission of South Carolina PO Drawer 11649 Columbia, SC 29211	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE H Lowndes, Jr./JVH <i>Henry H. Lowndes, Jr.</i>
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Your posting can be seen at <http://charleston.craigslist.org/cto/3484901139.html>.

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Reply to: see below Posted: 2012-12-17, 3:16PM EST

2002 GMC Savana Hi-Cube Box Van-15' - \$14000 (North Charleston)



This truck is in very nice shape! Only 52,416 miles, new starter, new tires, air conditioning, automatic, dual rear wheels, AM-FM radio, 15' inside dimension body. Truck has a hardwood floor and can be registered for 12,000 lbs. Please call if interested: 747-4099

- Location: North Charleston
- it's ok to contact this poster with services or other commercial interests

Posting ID: 3484901139 Posted: 2012-12-17, 3:16PM EST Edited: 2013-01-18, 12:46PM EST [email to a friend](#)

Avoid scams. deal locally! Do NOT wire funds (Western Union, Moneygram). Beware cashier checks, money orders, shipping, non-local buyers/sellers. [More info](#)

FIREMAN'S CARRY LLC.

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document *it is important that you first read the document, including the back*, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

Origin Address		Destination Address	
Customer			
Phone	Cell	Name of Consignee (if different)	
Email		Phone	
Additional Stops		Other	
Billing Address			

Hourly Rated Moves										
Date	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs.	Rate	Charges

STORAGE - If shipment will be placed into storage, the customer must initial options selected.

Storage in Transit:

Shipment is to be placed in storage for a period of 90 days or less.
I understand that on the 91st day of storage the shipment becomes permanent storage.

Permanent Storage:

The storage location will be at _____
Shipment is to be placed in storage for more than 90 days.

Storage In-Vehicle:

I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

			Signature of Customer	
	Unit	Rate	Total	
Storage In Transit	lbs	Net		
Whse Handling	lbs	Cwt		
Add'l Valuation \$	at	Cwt		
Total storage charges		\$		

LOSS AND DAMAGE PROTECTION (Valuation): Customer must initial one option.

Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

Replacement Cost Coverage with \$300 Deductible which includes a \$300 deductible paid by me. This option will cost \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.

Replacement Cost Coverage with no Deductible at a cost of \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total lump sum value for this shipment at \$ _____.

Total Valuation Charges \$ _____.

ESTIMATES: Customer must initial one option.

I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.

I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplemental).

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer _____ Date _____

Signature of Carrier Representative _____ Date _____

MILEAGE RATED MOVES:

Mileage _____
Gross Weight (lbs) _____
Tare Weight _____
Rate _____
Other _____
Total Charges _____

PACKING Materials, Additional Services, Describe:

# of units	at	per unit	
_____	at	per unit	_____
_____	at	per unit	_____
_____	at	per unit	_____
_____	at	per unit	_____
_____	at	per unit	_____
_____	at	per unit	_____
Total Packing Charges			_____

OTHER CHARGES

_____	at	per unit	_____
_____	at	per unit	_____
_____	at	per unit	_____
_____	at	per unit	_____
_____	at	per unit	_____
Total Other Charges			_____

MOVING, PACKING, MATERIALS, STORAGE CHARGES:

Transportation Charges _____
Storage _____
Valuation _____
Packing Materials _____
Total Moving Charges _____
Total Amount Paid _____
Balance Due _____

Customer acknowledges carrier delivered goods:

Customer Signature _____ Date _____

FIREMAN'S CARRY LLC. BILL OF LADING

ALL MOVERS/DRIVERS NFPA EMERGENCY VEHICLE DRIVER CERTIFIED
-TRUST US WITH YOUR STUFF-

INSURED CHARLESTON SC
843-364-8658

FOR MOVING EMERGENCIES.....WHO YA GONNA CALL

FireMansCarryMovers @ Gmail.com

CARRIER'S TARIFFS, BY THIS REFERENCE, ARE MADE A PART OF THE BILL OF LADING AND MAY BE INSPECTED AT CARRIER'S FACILITY AT 46 KENNEDY ST, CHARLESTON, SC 29403, ON REQUEST, CARRIER WILL FURNISH A COPY OF ANY TARIFF PROVISION CONTAINING CARRIER'S RATES, RULES OR CHARGES GOVERNING THE SHIPMENT. INCORPORATED TARIFF PROVISIONS INCLUDE BUT ARE NOT LIMITED TO THOSE: (1) ESTABLISHING LIMITATION OF CARRIER'S LIABILITY, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN THE VALUATION DECLARATION SECTION OF THIS BILL OF LADING, (2) SETTING THE TIME PERIODS FOR FILING CLAIMS, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN SECTION 6 OF THIS BILL OF LADING, AND (3) RESERVING THE CARRIER'S RIGHT TO ASSESS ADDITIONAL CHARGES FOR ADDITIONAL SERVICES PERFORMED.

Our goal at FireMan's Carry is to provide friendly, prompt, and safe service to insure that your moving experience is as stress free as possible at a very reasonable price. We are Lowcountry firemen, and know customer service like no one else- it's what drove us to public service in the first place. We ONLY employ full-time, professional fire fighters who are background investigated & pre-screened for employment with local municipalities. Why deal with riff-raff, seasonal, & temporary workers who you wouldn't want flipping your burger at Wendy's in your most treasured and guarded places of all: your home. We stand by all of our employees 100% - we trust them with OUR LIVES day-in and day-out; cooking, sleeping, grinding it out 24 hours at a time. That's why you can 'Trust Us With Your Stuff'.

THE NO OBLIGATION FREE ESTIMATE

- Estimate given will be within 125% accuracy within the total amount or Fireman's Carry will cover the overage.

-Example: We quote your move at 6 hours needed with 2 men, based on complexities with layout of home being moved in to, the move actually takes 7 hours. Estimate initially quoted you \$540, the new total is \$630. This is about 15% over your quote = you are responsible for this unexpected overage.

FIREMAN'S CARRY LLC. BILL OF LADING

THE BASE PRICE

- \$90 per hour, minimum 3 hours.
 - 2 men included at this price
- + \$40 per hour per additional mover needed

SPECIAL CIRCUMSTANCES

- Outside of 25 miles additional mileage fee applies
- Washer/dryer connections, refrigerators / freezers / Waterbeds / ice machines / humidifiers / dehumidifiers / other plumbed disconnections that we must disconnect- \$20 disconnect fee each
- IF YOU CANCEL WITHIN 48 hours of scheduled move there is a \$200 penalty

THE BIG MOVE

- All items except furniture must be boxed by owner by time of scheduled move
 - clothes may be left in drawers
- Picture/ Video recording of items to be moved will be taken PRIOR to moving to chronicle any pre-existing damage.
- What we tell you that they won't: all contents of boxes packed by home owner are not covered by cargo insurance--if it's valuable PACK IT WELL!
- ALL damage claims for furniture MUST BE REPORTED to us within 24 hours of delivery

FIREMAN'S CARRY LLC. BILL OF LADING

ESTIMATES: Customer must initial one option.

_____ I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.

_____ I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 125% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplemental).

Customer Release:

_____ I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer- Date

Signature of Carrier Representative -Date

Customer acknowledges carrier delivered goods:

Customer Signature- Date

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the South Carolina Dept. of Reg. Staff:

BILL OF LADING (INFORMATION TO BE INCLUDED ON FACE OF CARRIER BILL OF LADING)

(1) Carrier shall cause to be included in the Bill of Lading the following minimum information:

- a. Carrier's name, address and telephone number.
- b. The agreed date or period of time for pickup of the shipment and the agreed Delivery Period.
- c. The actual date of pickup.
- d. The transportation charges.

(2) The Carrier Bill of Lading shall have printed in boldface type a statement reading as follows: **CARRIER'S TARIFFS, BY THIS REFERENCE, ARE MADE A PART OF THE BILL OF LADING AND MAY BE INSPECTED AT CARRIER'S FACILITY AT 46 KENNEDY ST, CHARLESTON, SC 29403, ON REQUEST, CARRIER WILL FURNISH A COPY OF ANY TARIFF PROVISION CONTAINING CARRIER'S RATES, RULES OR CHARGES GOVERNING THE SHIPMENT. INCORPORATED TARIFF PROVISIONS INCLUDE BUT ARE NOT LIMITED TO THOSE: (1) ESTABLISHING LIMITATION OF CARRIER'S LIABILITY, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN THE VALUATION DECLARATION SECTION OF THIS BILL OF LADING, (2) SETTING THE TIME PERIODS FOR FILING CLAIMS, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN SECTION 6 OF THIS BILL OF LADING, AND (3) RESERVING THE CARRIER'S RIGHT TO ASSESS ADDITIONAL CHARGES FOR ADDITIONAL SERVICES PERFORMED.**

ITEM 13

BILL OF LADING CONTRACT TERMS AND CONDITIONS

The following Contract Terms and Conditions apply to all transportation performed by Carrier and its servicing carriers in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection as specified by Carrier.

This contract is subject to all the rules, regulations, rates and charges in Carrier's currently effective applicable tariffs including, but not limited to, the terms and conditions listed below. By executing this bill of lading, or by accepting services from Carrier, Shipper agrees to be bound by the provisions contained in Carrier's Tariff. This document is a contract.

SECTION 1. Carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

1. (i) From an act, omission or order of Customer;
2. (ii) From defect or inherent vice of the article, including susceptibility to damage because of

atmospheric conditions such as temperature and humidity or changes therein, or items manufactured from pressboard, particle board or engineered wood (also referred to as "RTA" furniture) due to the fact that such RTA furniture is inherently susceptible to damage;

(iii) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.

(iv) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing;

(v) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to Customer or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the Customer to proceed with such transportation and/or delivery, notwithstanding such risk.

(vi) From Acts of God.

Carrier's liability for loss or damage to goods or for delay in delivery shall not in the aggregate

exceed the limitations set forth on the first page of this Bill of Lading. In no event shall Carrier be responsible to Shipper or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages even if Carrier has been advised of the possibility thereof.

FIREMAN'S CARRY LLC. BILL OF LADING

SUBJECT, in addition to the foregoing, to the further following limitations on liability of Carrier or the party in possession:

The maximum liability of Carrier or the party in possession shall be either:

- the lump sum value of the goods as declared by Shipper as set forth on the face of this Bill of Lading, or
- the actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when Shipper has waived the Carrier Protection Plan and released the shipment to Carrier, in writing, with liability limited to sixty (60) cents per pound per article.

SECTION 2. Carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown of mechanical defect of vehicles or equipment, or from any cause other than negligence of Carrier; nor shall Carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a Carrier on account of such shipment and all costs of collection including, but not limited to, attorney's fees and court costs. The extension of credit to either Shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

SECTION 4. If for any reason other than the fault of Carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which Carrier has been notified, Carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5. If shipment is refused by consignee at destination, or if Shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to Shipper and consignee at post office addresses shown on face hereof, or if Shipper fails or refuses to pay applicable charges in accordance with Carrier's applicable tariff, Carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by Carrier, thirty (30) days notice of which sale shall have been given in writing to Shipper and consignee and there shall have been

published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of Carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay must be filed in writing with Carrier within 36 hours after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against Carrier within two (2) years and one (1) day from the date when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, Carrier shall not be

FIREMAN'S CARRY LLC. BILL OF LADING

liable and such claim will not be paid. Shipper waives any rights of recovery or subrogation against Carrier or its affiliates, servicing carriers and their agents and contractors for any claims, and Shipper expressly agrees that the carrier of any insurance obtained by Shipper shall not be subrogated to any claim of Shipper against Carrier or its affiliates, servicing carriers and their agents and contractors.

HOUSEHOLD GOODS CARRIER TARIFF

FireMan's Carry LLC

ITEM 1 APPLICATION OF TARIFF

This Tariff No. 1 ("Tariff") governs the transportation in interstate commerce, between all points in the State of South Carolina, of "household goods" (as defined at 49 U.S.Code Section 13102) by FireMan's Carry LLC ("Carrier").

This Tariff consists of this tariff document and an electronic file that contains the transportation charges that apply between each combination of five-digit South Carolina postal zip codes based on the Linear Feet utilized in for each shipment in a standard 24-53 foot moving van. References in this Tariff document to "in this Tariff" or "in this item" include that electronic file. This tariff is published and made available to Shippers (which term includes consignees) and other users on Carrier's office at 46 Kennedy St., Charleston, SC 29403, which contains information on the retrieval of tariff rates and charges.

Changes, updates, cancellations and revisions to these provisions will be accomplished by reissue of the affected provisions, by supplement or by electronic transmission. Revisions, authenticity and effectiveness of affected provisions can be obtained and verified at Carrier's office. The terms and conditions of this Tariff are referred to in Carrier's Full Service Flat Rate Customer Moving Services Binding Estimate and Order for Service ("Customer Order") set forth in full in Item 14 of this Tariff.

ITEM 2

BILL OF LADING AND RATES

Unless otherwise provided in this Tariff, when property is transported subject to the provisions of this Tariff, use of the standard Bill of Lading form (hereafter the "Bill of Lading") as described herein is required.

1. (a) Any alteration, addition or erasure on a bill of lading made without a special notation thereon by the Carrier shall be without effect and the bill of lading shall be enforceable according to its original tenor.
2. (b) The rates and charges shown herein are reduced rates conditioned upon the use of the Bill of Lading. Consignor at his option, may elect not to accept the terms of the Bill of Lading, and in lieu thereof to have Carrier transport the property with Carrier's liability limited only as provided by common law and by the laws of the United States and the several States insofar as they apply, but subject to the terms and the conditions of the Carrier Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefore will be 100 percent higher than the transportation rate contained in this Tariff for shipments offered for transportation at a released value not exceeding 60 cents per pound, per article.

When the consignor elects not to accept any of the terms of the bill of lading he must give notice to Carrier of such election. Carrier shall indicate the receipt of such notice by writing or stamping thereon a clause signed by Carrier reading:

"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."

3. (c) All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of Item 4 of this Tariff.

HOUSEHOLD GOODS CARRIER TARIFF

FireMan's Carry LLC

ITEM 3 SERVICES AND CHARGES

1. (a) Carrier assumes responsibility as a Freight Carrier under this Tariff for transportation of Shipper's household goods through servicing carriers and others selected by Carrier. Shipper represents that it owns the goods being shipped under this Tariff. The transportation charges in this Tariff include the transportation by motor vehicle of the shipment (each a "Shipment") from the point of origin to the point of destination. The transportation charges and service rates and charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. When the shipment is released or declared at a valuation greater than 60 cents per pound per article, the valuation charges shown in Item 4 will apply in addition to the transportation charges. Except to the extent packed by servicing carrier, Shipper assumes full responsibility and liability for packing Shipper's property and for securing Shipper's property for over the road transportation. In performing service hereunder, Carrier will utilize others to perform the services undertaken under the transportation agreement evidenced by this Bill of Lading, as well as transportation agreements between Carrier and others. Every person, including without limitation servants, agents, motor, water and/or air carriers, or other independent contractors, including their agents, servants and subcontractors, performing such services shall expressly have each and every benefit of every exemption from and limitation of liability, defense, and rights to which Carrier is entitled. This Tariff is subject to the rules, regulations, rates and applicable tariffs of the carriers utilized by Carrier.
2. (b) Carrier's transportation services under this Tariff shall be furnished pursuant to the prices set forth in this Tariff and shall not be based on the weight of the shipment.
3. (c) The applicable transportation charges ("Charges") shall be determined by the Linear feet utilized by the Shipment, the postal five-digit Zip Code of the origin, and the postal five-digit Zip Code of the destination, and shall be contained in the documents provided by Shipper at office location. Additional charges shall apply for additional services, as set forth below:
 - (i) Additional Undocumented Inventory Fee. Customer is authorized to use 16 linear feet for the Services, which includes the full width and height of the Unit or prorated space equal to actual ordered space on which to load Customer's Household Goods exclusively, based on the inventory provided by Customer to Company (the "Initial Authorized Capacity"). Customer may increase the Initial Authorized Capacity and related linear feet (the "Increased Capacity") contracted for at any time prior to five (5) Business Days (as defined below) before the scheduled Beginning Service Date, pending Company's confirmation of adequate capacity on the Unit. The Increased Capacity may be charged at a higher rate than the initial contracted Services. Each additional one hundred (100) pounds, or portion thereof, of Household Goods added to the Initial Authorized Capacity shall be charged at a rate of \$65.00 per each additional one hundred (100) pounds. All such fees provided for in this Section 5(a) shall hereinafter be referred to as "Additional Undocumented Inventory Fees". If Customer fails to move items included as part of an Increased Capacity, there shall be no refund of any portion of the Purchase Price. "Business Days" shall mean the days of Monday through Friday, excluding federal holidays.
 - (ii) Additional Packing Fee. Customer is responsible for any additional charges which may arise for items requiring special packaging, handling or crating, as determined in the reasonable discretion of Company. Customer will be informed of the additional charges

and asked to sign a Request for Additional Services at the time such Services are rendered and before loading.

(iii) Waiting Time Fee. Customer will incur additional fees at a rate of \$15.00 per hour per Service Provider after the first hour of waiting time if Customer is not ready for the Service Provider to load or unload when the Unit arrives.

(iv) Stair Carry Fee. There is no charge for the first flight (up to thirteen (13) stairs) of stair carry, whether loading or unloading. There is a \$50.00 charge per additional flight for stair carry at loading or unloading, as applicable.

(v) Long Carry Fee. There is no charge for the first seventy-five (75) feet of distance from Origin to the Unit, and from the Unit to Destination, as applicable. There is a \$50.00 charge per each 75-foot segment over the first seventy-five (75) feet. For example: up to 75 feet is no charge; 76 to 150 feet is a \$50.00 fee; and 151 to 225 feet is a \$100.00 fee.

(vi) Shuttle Fee. A \$300.00 fee is applied if required for inaccessible locations, from Origin to the Unit or the Unit to Destination, as applicable, whether or not a shuttle is used. Use of a shuttle shall be at the Carrier's sole discretion.

(vii) Destination Storage Fee. All Household Goods must be ready to unload upon arrival at Destination, or such items will be put into storage and Customer charged at a rate of \$400.00 per day while in storage.

(viii) Piano Fees. In the event there is an upright piano not located on the ground floor at the Origin or not to be located on the ground floor at the Destination, as applicable, there will be a flat rate charge of \$200.00. In the event that there is a baby grand or grand piano that needs loading and/or unloading (if not previously arranged as part of the Purchase Price between Company and Customer) at the Origin or the Destination, as applicable, Customer will be charged a \$200.00 fee for loading and/or a \$200.00 fee for unloading per baby grand or grand piano. Customer is responsible for all disassembly, packing and reassembly of any such baby grand or grand piano and neither the Carrier nor any Service Provider shall handle any such baby grand or grand piano at the Origin or at the Destination, as applicable, unless and until it is properly disassembled, packed and reassembled by Customer (or Customer's representative or agent).

(ix) Additional Stop Fee. There will be a fee of (i) \$150.00 for each additional stop not included in the Purchase Price as determined between Company and Customer for stops of distances of less than forty (40) miles between stops, or (ii) a reasonable amount to be determined by Company based on the distance between such stops and load size for stops of distances of forty (40) miles or more between stops. If additional stops of distances of forty (40) miles or more between stops are requested after loading and Customer and Company are not able to agree upon the additional charges, the shipment will be delivered as set forth in this Agreement.

(x) Layover Fee. If Customer requests a layover, in which Customer asks Carrier to delay delivery to Destination to a date after the Delivery Date, Customer will be charged \$250.00 per day for each day delayed after the Delivery Date.

(xi) Elevator Fee. Customer will be charged a onetime charge of an additional \$25.00 for each five (5) floors that must be utilized by elevator.

Such Charges shall be set forth on the Carrier Bill of Lading. The Charges apply only for the Shipment to be transported as shown on the Carrier Bill of Lading, and shall apply regardless of weight, subject to the weight limitations set forth in Item 5. The rates in each shipping order, once

confirmed by Carrier, are binding on Carrier and Shipper for the services ordered. Such rates shall be valid only for the Delivery Period selected by Shipper. Any change in such dates may result in a change in applicable rates.

4. (d) Shipper shall be liable for all additional amounts incurred over and above the Charges for services rendered at the request of the Shipper or required due to no fault of Carrier or its servicing carriers, including, without limitation, those set forth in Item 8. Recognizing that Carrier's rates are based on the number of Linear Feet to be occupied by each Shipment, Shipper waives any advance written estimate and physical survey of the goods. Shipper is purchasing the transportation of each Shipment, subject to the terms, conditions and limitations set forth herein.
5. (f) Crating Service and other Third Party charges apply when Shipper requests crates (specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles, or large electronic items such as large screen televisions), or appliance or other servicing. Carrier will, upon request of Shipper, and as his or her agent, engage a third party to construct such crates or provide such servicing. All charges for services provided by such third parties must be paid by Shipper upon performance. Shipper shall hold Carrier and its agents harmless for loss/damage/delay or any monetary losses which are a result of third party services including but not limited to crating, uncrating, appliance and other servicing which are requested by Shipper and arranged by Carrier as a customer service. Such limitation of liability shall extend to the selection by Carrier of the providers of such services. Such services may be billed directly by the provider of the services or by Carrier. Providers of such services are contractors for Shipper and are not agents for Carrier.
6. (g) It is Shipper's responsibility for removal or placement of property from or to attics, basements walls, and other locations, and to make property available to the servicing carrier where the location of property and goods to be shipped or delivered is (1) not accessible by a permanent stairway (does not include ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, or (4) does not allow a person to stand erect.
7. (h) Shipper, upon adequate notice in writing to Carrier before delivery of the property, may change the destination originally shown on the bill of lading. When the destination Zip Code is changed but the new destination is within 50 miles of the original destination, Carrier shall redetermine the Charges and create a new Carrier Bill of Lading and submit it to Shipper, in writing or electronically. If the new destination is more than 50 miles from the original destination, Shipper shall pay the transportation charges applicable to the shipment from origin to the zip code of the point from which the shipment was diverted, plus the transportation charges applicable to the shipment from the zip code of the point of diversion to the zip code of the new destination. For this purpose, the point of diversion is the point at which Carrier is first reasonably able to arrange commencement of the diversion of the shipment from its original route of transportation. Carrier is not responsible for failure to effect the change requested, unless such failure is due to error or negligence on the part of Carrier. Shipper shall promptly pay Carrier any additional amount due and Carrier shall promptly refund to Shipper any lower amount due, in both cases taking into account the destination change fee. The fee for each change in destination is an additional \$250.
8. (i) Further cancellation and rescheduling fees are set forth in Section 6 of the Customer Order contained in Item 14 of this Tariff.

(k) When the servicing carrier, to insure safe transportation, considers it necessary to repack/reload, Carrier will provide an estimate of the cost of such services prior to the commencement of the services. Customer may elect to either approve the Additional Services and related charges or cancel the order for service, subject to the cancellation fees.

(l) If Customer establishes to Carrier's satisfaction that Customer has received a binding, lower quote from another registered interstate household goods motor carrier which meets all of the following characteristics ("New Quote"), Carrier will reduce the Purchase Price contained in any Customer Order to the price shown on the New Quote:

- • The New Quote provides for the same or greater volume as that shown on the Customer Order
- • The origin and destination of the New Quote are the same as those shown on the Customer Order
- • The services and any Additional Services included in the New Quote are the same as those contained in the Customer Order (including without limitation loading, unloading, transportation, packing, long carry, shuttle, and stair carry services)
- • The New Quote is issued by a household goods motor carrier with current intrastate authority issued by the Federal Motor Carrier Safety Administration, SC DRS with current insurance on file, that offers full service moving (packing, loading, transportation, unloading and unpacking) and with a B or better rating with the Better Business Bureau
- • The end of the delivery period of the New Quote must be on or before the end of the FireMan's Carry Delivery Period set forth on the Customer Order
- • The New Quote must be binding.

(m) The term "Holiday" means the date a U.S., National or officially declared State holiday is observed. When a holiday falls on a Saturday, the holiday will be considered observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be considered observed on the following Monday. For reference purposes only, current U.S. National Holidays are New Year's Day, January 1; Martin Luther King, Jr. Day, the third Monday in January;; Presidents' Day, the third Monday in February;; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25.

ITEM 4

RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)

1. (a) Carrier's maximum liability and the valuation charges therefore are set forth in and governed by Schedule A ("Customer Valuation Schedule") of the Customer Order contained in Item 14 of this Tariff.
2. (b) Shipper's election or waiver of the Company Protection Plan must be entered on the Bill Of Lading in the form set forth in the Customer Valuation Schedule and may be completed only by the person signing it. As used in this Tariff, the phrases, "released value", "declared value", and "value declared by the shipper" shall have the same meaning.
3. (c) If Shipper does not waive the Company Protection Plan on the Bill of Lading in the manner set forth in the Customer Valuation Schedule, then the Company Protection Plan shall apply and the charges therefore as set forth on the Customer Valuation Schedule shall apply, in addition to the Charges set forth in Item 3. Charges for the Company
4. Protection Plan while goods are in storage are set forth in the Customer Valuation Schedule and further described in Item 7 below.
4. (d) When a shipment is released to a valuation of 60 cents per pound per article, each shipping piece or package and the contents thereof shall constitute one article, except that the component parts of any single article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining Carrier's liability as provided in this Item 4.
5. (e) Under the Company Protection Plan, Carrier will, at its option, either repair items to the extent necessary to restore to the condition when received by Carrier; pay Shipper for the cost of repairs; replace item(s) with item(s) of like kind and quality; or make a cash

settlement for the cost of the repair or the full (replacement) cost of the item(s).
Depreciated value of goods is not a factor.

6. (f) Carrier's maximum liability shall not exceed the released or declared value of the shipment, as set forth in the Customer Valuation Schedule, or the full cost of repair to the damaged property, whichever is less. Carrier shall have the option of repair or replacement of damaged articles. All items which are replaced or for which the full (replacement) value has been paid become the property of Carrier.
7. (g) Provisions of this item are contractual limits of liability as provided for in 49 U. S. C. Section 14706 and are not to be construed as "insurance".
8. (h) The released or declared value as set forth above and Carrier's maximum liability, whether or not loss or damage, injury, or delay incurred from Carrier negligence, as determined under this rule, shall apply to any claims resulting from the performance or failure to perform by Carrier of any services which Carrier has contracted to perform.
9. (i) If Shipper waives the Company Protection Plan, Carrier may offer to arrange insurance coverage for the goods covering loss or damage in excess of 60 cents per pound per article. Shipper understands that Carrier and its affiliates and servicing carriers and their agents, and contractors are not an insurance company or insurance agents. Carrier has not explained any coverage or assisted Shipper in making any decision to purchase any particular insurance policy, and Carrier makes no representations about the coverage provided by such insurance policy.
10. (j) Any limitation of liability resulting from application of this provision has been authorized by the Surface Transportation Board (formerly the Interstate Commerce Commission) in Released Rates Decision No. MC-1000 of June 8, 1993, as modified, subject to complaint or suspension.

ITEM 5

PROHIBITED AND RESTRICTED ARTICLES; HIGH VALUE ITEMS; LIMITATIONS ON WEIGHT

1. (a) Carrier will not accept for shipment property liable to contaminate or otherwise damage equipment or other property, articles which cannot be taken from the premises without damage to the article or the premises, perishable articles including frozen foods, articles requiring refrigeration, or perishable plants, or flammable materials, explosives or tanks or bottles designed to contain butane or propane (LP), including tanks and containers (even if certified as empty) for gas barbecue grilles, torches, tools or appliances, or other dangerous articles or hazardous materials, or any item in violation of any law or regulation of any governmental authority, including, without limitation, laws and regulations relating to hazardous materials, waste disposal and other environmental matters. For this purpose, "hazardous materials" shall include but not be limited to any
2. hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation.
3. (b) Shippers who tender shipments which are released to a value greater than 60¢ per pound per article, that include an article or articles that exceed \$100 per pound per article, in value, must specifically notify Carrier in writing that an identified article or articles with a value greater than \$100 per pound are included in the shipment by execution of the "EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION" as contained in Carrier's Bill of Lading and referred to in the Customer Valuation Schedule. Shipper's failure to notify Carrier that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict Carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

Any limitation of liability resulting from application of this provision has been authorized by the Interstate Commerce Commission (now the Surface Transportation Board) in Released Rates Decision No. MC-1000 decided June 8, 1993, as modified, subject to complaint or suspension. See Item 4(c) below for the form and minimum of Carrier's "Inventory of Items Valued in Excess of \$100 Per Pound, Per Article".

(c) When transportation is performed under this Tariff, a High Value Inventory Form shall apply in conjunction with the Bill of Lading, which form shall contain the following minimum information:

HIGH VALUE INVENTORY FORM

FireMan's Carry LLC

46 Kennedy St. Charleston SC 29403

843-364-8658

ALL ITEMS INCLUDED IN YOUR SHIPMENT THAT ARE CONSIDERED TO BE OF EXTRAORDINARY (UNUSUAL) VALUE MUST BE SPECIFICALLY IDENTIFIED AND THE CARRIER MUST BE ADVISED THAT THEY ARE INCLUDED IN THE SHIPMENT. ITEMS OF EXTRAORDINARY VALUE ARE DEFINED AS THOSE HAVING A VALUE GREATER THAN \$100 PER POUND. TYPICAL HOUSEHOLD GOODS ITEMS THAT FREQUENTLY HAVE A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE: CURRENCY, COINS, JEWELRY, PRECIOUS METALS, PRECIOUS OR SEMIPRECIOUS STONES OR GEMS, GOLD, SILVER OR PLATINUM ARTICLES INCLUDING SILVERWARE AND SERVICE SETS, CHINA SETS, CRYSTAL OR FIGURINES, FUR OR FUR GARMENTS, ANTIQUES, ORIENTAL RUGS OR TAPESTRIES, RARE COLLECTIBLE ITEMS OR OBJECTS OF ART, COMPUTER SOFTWARE PROGRAMS, MANUSCRIPTS OR OTHER RARE DOCUMENTS. OF COURSE, OTHER ITEMS MAY ALSO FALL INTO THIS CATEGORY AND MUST BE IDENTIFIED AS WELL.

THE PURPOSE OF THIS INVENTORY IS TO ASSIST YOU IN IDENTIFYING ARTICLES OF EXTRAORDINARY OR UNUSUAL VALUE IN ORDER THAT THE CARRIER WILL BE AWARE OF THOSE ITEMS WHICH REQUIRE SPECIAL HANDLING AND PROTECTION FAILURE TO IDENTIFY SUCH ARTICLES WILL RESULT IN LIMITED CARRIER LIABILITY

List Description of Articles Exceeding No. \$100 Per Pound Per Article

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

*attach additional sheets if necessary

HOUSEHOLD GOODS CARRIER TARIFF

FireMan's Carry LLC

OWNER (SHIPPER) AGREES THAT ANY CLAIM FOR LOSS OR DAMAGE MUST BE SUPPORTED BY PROOF OF VALUE AND UNDERSTANDS SETTLEMENT WILL BE BASED UPON THE INFORMATION FURNISHED ON THIS INVENTORY FORM AND THE DECLARATION OF VALUE CONTAINED ON THE ACCOMPANYING BILL OF LADING, THE BILL OF LADING TERMS AND CONDITIONS, THE TARIFF IN EFFECT AT THE TIME OF SHIPMENT, THE HOUSEHOLD GOODS DESCRIPTIVE INVENTORY, AND ALL OTHER PERTINENT INFORMATION AVAILABLE TO THE CARRIER. IF YOU HAVE NOT LISTED ARTICLES HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ON THIS INVENTORY, YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT SUCH ARTICLES ARE NOT INCLUDED IN YOUR SHIPMENT. IF THROUGH INADVERTENCE OR ANY OTHER CAUSE, ITEMS HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE INCLUDED IN YOUR SHIPMENT AND YOU FAIL TO LIST THOSE ITEMS ON THIS INVENTORY, OR FAIL TO SIGN THIS INVENTORY, YOU EXPRESSLY AGREE THAT THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO THOSE ITEMS WILL BE LIMITED TO NO MORE THAN \$100 PER POUND PER ARTICLE (BASED UPON THE ACTUAL ARTICLE WEIGHT).

AT ORIGIN CARRIER BILL OF LADING NO. _____

I certify the above listed information to be true, correct and complete.

_____ Signature of Shipper	_____ Date	_____ Carrier's representative acknowledges
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_____ Shipment Origin (City and State)	_____ Signature of Carrier's Representative	_____ Date
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ITEM 6 ADVANCEMENT OF CHARGES

Shipper shall be responsible for charges advanced by Carrier or a servicing carrier for services of others engaged at the request of Shipper or required by Federal, State or Local law, including but not limited to agricultural quarantine inspections, state or local fees or taxes, such as sales taxes, use taxes and debris disposal or recycling fees, and toll charges for bridges or ferries. Such charges will be supported by Carrier with a copy of an invoice setting forth services rendered, charges and basis thereof. The charges so advanced are in addition to all other applicable tariff charges and shall be collected from Shipper upon notice and prior to delivery.

ITEM 8

DELAYS, IMPRACTICAL OPERATIONS, ALTERNATIVE SERVICE

PART A: IMPRACTICAL OPERATIONS

Nothing in this Tariff shall require performance of any service at any point or location where, through no fault or neglect of Carrier or a servicing carrier, the furnishing of such services is impracticable because:

- (a) The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- 2. (b) Loading or unloading facilities are inadequate;
- 3. (c) Vehicles or equipment suffer breakdown or mechanical defect;
- (c) Any force majeure, act of God, act of any governmental authority, war, insurrection, riot, civil disturbance, national emergency, act of public enemies, terrorism, inability to secure adequate labor or material, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes, or strike, picketing or other labor disturbance which would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the servicing carrier to render line-haul or pickup or delivery or any other service from, to or at other points or locations;
- 4. (d) A servicing carrier's hauling contractors, employees or agents are precluded, for reasons beyond such carrier's control, from entering premises where pickup or delivery is to be made.
- 5. (e) Local, state or federal restrictions, regulations or laws prohibit performance of such services by line-haul equipment

PART B: ALTERNATIVE SERVICE/ADDITIONAL LABOR

- 1. (a) It is the responsibility of Shipper to make arrangements for the Shipment to be accessible to the servicing carrier for loading or to accept delivery from the servicing carrier at a point at which the Shipment may be safely and efficiently unloaded.
- 2. (b) When it is physically impossible for the servicing carrier to perform pickup of the Shipment at origin address or to complete delivery of the Shipment at destination address, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the servicing carrier shall hold itself available at point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the Shipment can be made safely accessible.
- 3. (c) Upon request of Shipper, the servicing carrier will unload the Shipment into smaller containers or boxes and/or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer to or

from the Van. The additional labor shall be furnished at a Regular Time rate of \$40 per person per hour.

4. (d) If Shipper does not accept the Shipment at nearest point of safe approach to the destination address, the servicing carrier may place the Shipment in storage at the nearest available warehouse of the servicing carrier, or, at the option of the servicing carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of Carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.
5. (e) Transportation charges to cover the movement of the shipment or part thereof from the point at which it was originally tendered, to warehouse location shall be computed on the basis of this Tariff that would have applied from the origin Zip Code to the destination Zip Code. Any unpaid charges on the Shipment shall be due and payable upon delivery of the Shipment to the warehouse. Any subsequent movement from the warehouse shall constitute a new Shipment.

ITEM 10

CLAIMS, LOSS AND DAMAGE

1. (a) **Claims in Writing Required:**
A claim for loss, damage, injury, or delay will not be voluntarily paid by Carrier unless filed in writing as provided in subparagraph (b) below with Carrier, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all Tariff provisions applicable thereto.
2. (b) **Minimum Filing Requirements:**
A communication in writing from a claimant filed with Carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
3. (c) **Documents not constituting claims:**
Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
4. (d) **Claims filed for uncertain amounts:**
Whenever a claim is presented against Carrier for an uncertain amount, such as \$100 more or less, Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provision of subparagraph (b) above.
5. (e) **Concealed damaged or shortage:**
Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.
6. (f) **Supporting documents:**
When a necessary part of an investigation, each claim must be supported by the original bill of lading (if not previously surrendered to Carrier), and for each article, the nature and extent of such damage, the basis for the amount claimed, and, in the case of damage, a repair estimate.

7. (g) **Verification of loss:** When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, Carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.
8. (h) **Satisfaction of claims:**
Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by Carrier.
9. (i) **Time limit for filing claims:**
As a condition precedent to recovery, a claim for any loss, damage, injury, or delay, must be filed in writing with Carrier within 36 hours after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against Carrier within two (2) years and one (1) day from the date when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part of or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.
10. (j) **Acknowledgment and settlement by Carrier:**
Carrier will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the Carrier. Carrier will at the time such claim is received; cause the date of receipt to be recorded on the claim.
Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the Carrier: Provided, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, Carrier will, at that time and the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereof.
11. (k) **Salvage:**
Whenever property transported by Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon. Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, Carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Whenever disposition of salvage material or goods shall be made directly to an agent or employee of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, Carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

ITEM 11
COLLECTION OF CHARGES, PREPAYMENT

Carrier requires prepayment for each shipment. The charges for services ordered pursuant to this Tariff shall be paid at the time of the order (including at the time of the order of additional services after the initial order), and payment for any additional Services requested shall be paid prior to Shipper's loading date. Carrier will not deliver or relinquish possession of property transported by it until all charges under this Tariff have been paid by Shipper's credit card, except where other satisfactory arrangements have been made between the Carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation. Shipper shall be liable for the Charges agreed and accepted by Shipper as evidenced by acceptance on Carrier's paper copy of Bill of Lading. Shipper's credit card will be charged 48 hours prior to the move date. Carrier will not load the shipment until the Charges have been paid in full by cash, certified check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), or credit card satisfactory to Carrier. Regardless of payment method, Shipper shall furnish Carrier an acceptable credit card with an agreement to pay for any additional services requested or charges incurred by Shipper after such acceptance, without signature, as a Recurring Transaction, even if Carrier has previously accepted another method of payment as the initial or preferred method. Such charges include, but are not limited to, the Cancellation Fee, Rescheduling Fee, and storage and related charges described in this Tariff.

Carrier may elect to accept Discover, MasterCard or Visa charge cards as payment for all rates and charges, subject to authorization from Discover, MasterCard or Visa on each individual shipment prior to acceptance by Carrier. In the event Shipper defaults in the payment of any charges, fees, or other charges or costs due under this Agreement, then such charges or costs, including without limitation, interest, attorney's fees, financing charges, late charges, handling charges, and costs associated with the processing of Shipper's delinquent account, will be collected in addition to the fees and charges applicable under this agreement. Carrier shall have no liability to Shipper for charges applied to Shipper's credit card account so long as such charges are applied by Carrier in good faith.

ITEM 12
BILL OF LADING (INFORMATION TO BE INCLUDED ON FACE OF CARRIER BILL OF LADING)

- (1) Carrier shall cause to be included in the Bill of Lading the following minimum information:
- a. Carrier's name, address and telephone number.
 - b. The agreed date or period of time for pickup of the shipment and the agreed Delivery Period.
 - c. The actual date of pickup.
 - d. The transportation charges.

(2) The Carrier Bill of Lading shall have printed in boldface type a statement reading as follows: **CARRIER'S TARIFFS, BY THIS REFERENCE, ARE MADE A PART OF THE BILL OF LADING AND MAY BE INSPECTED AT CARRIER'S FACILITY AT 46 KENNEDY ST, CHARLESTON, SC 29403, ON REQUEST, CARRIER WILL FURNISH A COPY OF ANY TARIFF PROVISION CONTAINING CARRIER'S RATES, RULES OR CHARGES GOVERNING THE SHIPMENT. INCORPORATED TARIFF PROVISIONS INCLUDE BUT ARE NOT LIMITED TO THOSE: (1) ESTABLISHING LIMITATION OF CARRIER'S LIABILITY, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN THE VALUATION DECLARATION SECTION OF THIS BILL OF LADING, (2) SETTING THE TIME PERIODS FOR FILING CLAIMS, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN SECTION 6 OF THIS BILL OF LADING, AND (3) RESERVING THE CARRIER'S RIGHT TO ASSESS ADDITIONAL CHARGES FOR ADDITIONAL SERVICES PERFORMED.**

ITEM 13
BILL OF LADING CONTRACT TERMS AND CONDITIONS

The following Contract Terms and Conditions apply to all transportation performed by Carrier and its servicing carriers in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection as specified by Carrier.

This contract is subject to all the rules, regulations, rates and charges in Carrier's currently effective applicable tariffs including, but not limited to, the terms and conditions listed below. By executing this bill of lading, or by accepting services from Carrier, Shipper agrees to be bound by the provisions contained in Carrier's Tariff. This document is a contract.

SECTION 1. Carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

1. (i) From an act, omission or order of Customer;
2. (ii) From defect or inherent vice of the article, including susceptibility to damage because of

atmospheric conditions such as temperature and humidity or changes therein, or items manufactured from pressboard, particle board or engineered wood (also referred to as "RTA" furniture) due to the fact that such RTA furniture is inherently susceptible to damage;

(iii) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.

(iv) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing;

(v) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to Customer or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the Customer to proceed with such transportation and/or delivery, notwithstanding such risk.

(vi) From Acts of God.

Carrier's liability for loss or damage to goods or for delay in delivery shall not in the aggregate exceed the limitations set forth on the first page of this Bill of Lading. In no event shall Carrier be responsible to Shipper or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages even if Carrier has been advised of the possibility thereof.

SUBJECT, in addition to the foregoing, to the further following limitations on liability of Carrier or the party in possession:

The maximum liability of Carrier or the party in possession shall be either:

- the lump sum value of the goods as declared by Shipper as set forth on the face of this Bill of Lading, or

-the actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when Shipper has waived the Carrier Protection Plan and released the shipment to Carrier, in writing, with liability limited to sixty (60) cents per pound per article.

SECTION 2. Carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown of mechanical defect of vehicles or equipment, or from any cause other than negligence of Carrier; nor shall Carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a Carrier on account of such shipment and all costs of collection including, but not limited to, attorney's fees and court costs. The extension of credit to either Shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

SECTION 4. If for any reason other than the fault of Carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which Carrier has been notified, Carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5. If shipment is refused by consignee at destination, or if Shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to Shipper and consignee at post office addresses shown on face hereof, or if Shipper fails or refuses to pay applicable charges in accordance with Carrier's applicable tariff, Carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by Carrier, thirty (30) days notice of which sale shall have been given in writing to Shipper and consignee and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of Carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay must be filed in writing with Carrier within 36 hours after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against Carrier within two (2) years and one (1) day from the date when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable and such claim will not be paid. Shipper waives any rights of recovery or subrogation against Carrier or its affiliates, servicing carriers and their agents and contractors for any claims, and Shipper expressly agrees that the carrier of any insurance obtained by Shipper shall not be subrogated to any claim of Shipper against Carrier or its affiliates, servicing carriers and their agents and contractors.

FULL SERVICE FLAT RATE CUSTOMER MOVING SERVICES BINDING ESTIMATE AND ORDER FOR SERVICE

The following Terms and Conditions of Carrier's Binding Estimate and Order for Service apply to all transportation performed by Carrier and its servicing carriers in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection as specified by Carrier.

FULL SERVICE FLAT RATE CUSTOMER MOVING SERVICES BINDING ESTIMATE AND ORDER FOR SERVICE

This Full Service Flat Rate Customer Moving Services Binding Estimate and Order for Service (the "Agreement") is entered into this _____ day of _____, 20____ by and between FireMan's Carry LLC, a SC limited liability company ("Company"), and _____, an individual ("Customer"). Company and Customer may hereinafter be referred to individually as a "Party" and collectively as the "Parties". Pursuant to and as set forth in Company's Tariff, the Parties agree as follows:

Our system actually inputs the data from Schedule A here, instead of on a separate schedule, so we changed the Valuation Schedule to be Schedule A, instead.

1. Services. Company will coordinate the provision of the moving services ("Services") described below regarding Customer's household goods, as such term is defined in 49 C.F.R. Section 375.103 ("Household Goods") for Customer. Company is a registered household goods motor carrier, but will not physically perform the Services. Company will contract with: (a) a motor carrier which has a valid United States Department of Transportation ("DOT") license number and valid operating authority issued by the Federal Motor Carrier Safety Administration to transport Household Goods in intrastate or foreign commerce ("Carrier"), and (b) laborers and movers (collectively, "Service Providers"), as applicable, to perform the Services. Customer shall pay Company the purchase price ("Purchase Price"), as specified above, in exchange for Company's coordination of the following Services utilizing the packing, loading, transportation and unloading of Customer's Household Goods, as more specifically provided below:

1. (a) Reservation of a trucking unit ("Unit") (with air-ride capability if available);
2. (b) The packing of all items of Household Goods to be transported into boxes for proper long distance travel, provided that to the extent not included in the Purchase Price, Customer is responsible for providing all boxes and supportive materials to be used in the packing of such items at Customer's sole cost (Company will provide such materials to Customer for an additional nonrefundable fee not included in the Purchase Price);
3. (c) The basic disassembly (subject to Section 7(a)ii) and loading of the Household Goods into the Unit at the Origin (as defined in Schedule A), which shall include blanket wrapping for furniture, shrink wrapping for all sofas and other cushioned furniture and the securing of all such Household Goods for travel (whereby Company shall provide all dollies, pads, ramps and straps to be used in loading such items);
- (d) Transportation of the Unit from the Origin to the Destination (as defined in Schedule A) by Carrier;
- (e) The unloading of Customer's Household Goods at the Destination, including basic reassembly, if applicable (subject to Section 7(a)ii); and
- (f) The placement of any furniture included in the Household Goods at the Destination.

The date on which the Services provided by Company to Customer commence shall be referred to as the "Beginning Service Date". Services may be performed by multiple Service Providers, and all such Service Providers are independent contractors of Company and not employees of Company. Carrier reserves the right to move the Household Goods to another Unit before or during transit, in Carrier's sole discretion, as applicable. Customer must provide Company with a cell phone number where Customer can be reached.

Company must be able to reach Customer within two (2) calendar days prior to the start of the Services, or Company has the option to cancel the Services with no liability to Customer.

2. Binding Purchase Price; Payment.

1. (a) Binding Purchase Price. The Purchase Price is binding and is based upon the specific written estimate prepared by Company and provided to Customer (the "Estimate"), a copy of which is attached hereto as Exhibit 1. The Purchase Price does not include any amounts charged for as Fees for Additional Services as provided in Section 5 below. Company requires prepayment for each shipment. Carrier will not load the shipment until the Charges have been paid in full by cash, certified check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), or credit card satisfactory to

Company. Customer shall be liable for the Purchase Price and Fees for Additional Services as agreed and accepted by Customer as evidenced by electronic acceptance on Company's Web Site or by other written documentation. The Purchase Price for the Services will be charged to Customer's credit card forty-eight (48) hours prior to the Beginning Service Date. If Fees for Additional Services are incurred, then an additional charge in the amount of such Fees will be applied to such credit card at the time such additional services are rendered, except that the initial amount applied for delivery charges for impracticable operations shall not exceed 15 percent of all other charges due at delivery, and the remainder shall be charged 7 days thereafter. Except for delivery charges for impracticable operations which exceed 15 percent of all other charges due at delivery, Carrier will not deliver or relinquish possession of property transported by it until all charges under this Agreement have been paid by Customer's credit card, or where other satisfactory arrangements have been made between Company or Carrier and the consignor or consignee, in accordance with rules and regulations of the U.S. Department of Transportation. Customer and Company hereby agree that no portion of the Purchase Price, or any Fees for Additional Services, shall be payable or paid to Carrier or any Service Providers. In the event reserved or special parking is required either for loading or unloading, as applicable, Customer will arrange and pay for such services separate from the coordination of the Services provided for hereunder to the person charging such fee.

2. (b) Credit Card. Customer shall furnish Company an acceptable credit card with an agreement to pay for any additional services requested or charges incurred by Customer after such acceptance, without signature, as a Recurring Transaction, even if Company has previously accepted another method of payment as the initial or preferred method. Such charges include, but are not limited to, the Rescheduling Fee and the Cancellation Fee, and storage and related charges described in this Agreement. Company may elect to accept Discover, MasterCard or Visa charge cards as payment for all rates and charges, subject to authorization from Discover, MasterCard or Visa on each individual shipment prior to acceptance by Company. In the event Customer defaults in the payment of any charges, fees, or other charges or costs due under this Agreement, then such charges or costs, including without limitation, interest, attorney's fees, financing charges, late charges, handling charges, and costs associated with the processing of Customer's delinquent account, will be collected in addition to the fees and charges applicable under this agreement. Company shall have no liability to Customer for charges applied to Customer's credit card account so long as such charges are applied by Company in good faith.

3. Hazardous Materials Prohibited. Company will not accept for shipment property liable to contaminate or

otherwise damage equipment or other property, articles which cannot be taken from the premises without damage to the article or the premises, perishable articles including frozen foods, articles requiring refrigeration, or perishable plants, or flammable materials, explosives or tanks or bottles designed to contain butane or propane (LP), including tanks and containers (even if certified as empty) for gas barbecue grilles, torches, tools or appliances, or other dangerous articles or hazardous materials, or any item in violation of any law or regulation of any governmental authority, including, without limitation, laws and regulations relating to hazardous materials, waste disposal and other environmental matters. Customer represents and warrants that none of the Household Goods will include Hazardous Materials. "Hazardous Materials" includes any hazardous material identified in the Hazardous Material Table maintained by the Department of Transportation at 49 C.F.R. Section 172.101, and Customer should refer to such regulations if there are any questions regarding allowable materials. Hazardous Materials violations could result in additional charges resulting from local, state and federal fines, as well as but not limited to, loss or damage to property and associated personal injury.

4. Rules Applicable to Carriers. The following shall apply regarding the Carrier:

1. (a) Unit Requirements. Company will coordinate the reservation of the Unit and Carrier to be used in providing the Services. The Units will typically have an overall length of approximately 70 linear feet (including tractor and trailer). Units will be placed in the closest proximity to the loading location deemed safe and accessible by Carrier. Customer must take into account low

trees, narrow roadways, closely parked cars, or traffic situations when considering the placement of the Unit. Carrier will place a Unit at Customer's sole risk at the Origin and Destination. It is Customer's responsibility to secure permission for the placement of the Unit at the designated locations for loading and unloading. Neither Company nor Carrier will be responsible for any subsequent parking charges or violations. In the event that a Unit is not able to get close enough to a Customer's Origin or Destination for loading or unloading, it is Customer's responsibility to shuttle the Household Goods from Origin to Destination to the nearest safe parking place for the Unit, or a shuttle fee will be charged as provided in Section 5(f) below.

2. (b) Delivery. Transportation by Carrier in the State of SC will take within 2-10 days from the date on which the Household Goods are fully loaded into the Unit (the "Delivery Period"). Customer must be available to take delivery on any date within the Delivery Period (the "Delivery Date"). If Customer is not available on the Delivery Date, a storage charge will apply, as provided in Section 5(g) below. Company does not guarantee that the Delivery Date will be any specific date, but only that the Delivery Date will be within the Delivery Period.
3. (c) Delay Reimbursement. In the event that the delivery does not take place on or before the third business day following the last day of the Delivery Period, then Company will reimburse Customer in the sum of \$250.00 for each day the delivery is delayed beyond such third day ("Delay Reimbursement"), up to but not exceeding the Purchase Price, unless such delay is caused by reasons beyond Company's control as described in Sections 7(a) and (b) below. Written claim for Delay Reimbursement must be submitted to Company within 30 days after delivery. Delay Reimbursement does not apply to shipments delivered to storage at destination, or to any shipment or portion thereof which cannot be delivered due to loss or destruction in transit.
4. (d) Obligations Regarding Carrier. Prior to transport of the Household Goods for transportation or as otherwise set forth below, the following shall apply:
 1. (i) Estimate. The costs in the Estimate associated with the transportation of the Household Goods by Carrier is based on Company's tariff for such charges, and Company will provide access to or copies of applicable sections of such tariff upon the request of Customer.
 2. (ii) Arbitration Program. Company shall issue a summary of Company's arbitration program to Customer.
 3. (iii) Complaints. Company shall issue a summary of Company's complaint and inquiry procedures, which shall include Company's telephone number and a statement concerning who is required to pay for any such calls.]

5. Fees for Additional Services. In the event that any of the following additional services arise, the following fee schedule will apply ("Fees for Additional Services") as part of or apart from the Purchase Price, as applicable depending on the Services utilized by Customer:

1. (a) Additional Undocumented Inventory Fee. Customer is authorized to use 16 linear feet for the Services, which includes the full width and height of the Unit or prorated space equal to actual ordered space on which to load Customer's Household Goods exclusively, based on the inventory provided by Customer to Company (the "Initial Authorized Capacity"). Customer may increase the Initial Authorized Capacity and related linear feet (the "Increased Capacity") contracted for at any time prior to five (5) Business Days (as defined below) before the scheduled Beginning Service Date, pending Company's confirmation of adequate capacity on the Unit. The Increased Capacity may be charged at a higher rate than the initial contracted Services. Each additional one hundred (100) pounds, or portion thereof, of Household Goods added to the Initial Authorized Capacity shall be charged at a rate of \$65.00 per each additional one hundred (100) pounds. All such fees provided for in this Section 5(a) shall hereinafter be referred to as "Additional Undocumented Inventory Fees". If Customer fails to move items included as part of an Increased Capacity, there shall be no refund of any portion of the Purchase Price. "Business Days" shall mean the days of Monday through Friday, excluding federal holidays.
2. (b) Additional Packing Fee. Customer is responsible for any additional charges which may arise for items requiring special packaging, handling or crating, as determined in the reasonable discretion of Company. Customer will be informed of the additional charges and asked to sign a Request for Additional Services at the time such Services are rendered and before loading.

3. (c) Waiting Time Fee. Customer will incur additional fees at a rate of \$15.00 per hour per Service Provider after the first hour of waiting time if Customer is not ready for the Service Provider to load or unload when the Unit arrives.
4. (d) Stair Carry Fee. There is no charge for the first flight (up to thirteen (13) stairs) of stair carry, whether loading or unloading. There is a \$50.00 charge per additional flight for stair carry at loading or unloading, as applicable.
5. (e) Long Carry Fee. There is no charge for the first seventy-five (75) feet of distance from Origin to the Unit, and from the Unit to Destination, as applicable. There is a \$50.00 charge per each 75-foot segment over the first seventy-five (75) feet. For example: up to 75 feet is no charge; 76 to 150 feet is a \$50.00 fee; and 151 to 225 feet is a \$100.00 fee.
6. (f) Shuttle Fee. A \$300.00 fee is applied if required for inaccessible locations, from Origin to the Unit or the Unit to Destination, as applicable, whether or not a shuttle is used. Use of a shuttle shall be at the Carrier's sole discretion.
7. (g) Destination Storage Fee. All Household Goods must be ready to unload upon arrival at Destination, or such items will be put into storage and Customer charged at a rate of \$400.00 per day while in storage.
8. (h) Piano Fees. In the event there is an upright piano not located on the ground floor at the Origin or not to be located on the ground floor at the Destination, as applicable, there will be a flat rate charge of \$200.00. In the event that there is a baby grand or grand piano that needs loading and/or unloading (if not previously arranged as part of the Purchase Price between Company and Customer) at the Origin or the Destination, as applicable, Customer will be charged a \$200.00 fee for loading and/or a \$200.00 fee for unloading per baby grand or grand piano. Customer is responsible for all disassembly, packing and reassembly of any such baby grand or grand piano and neither the Carrier nor any Service Provider shall handle any such baby grand or grand piano at the Origin or at the Destination, as applicable, unless and until it is properly disassembled, packed and reassembled by Customer (or Customer's representative or agent).
- (i) Additional Stop Fee. There will be a fee of (i) \$150.00 for each additional stop not included in the Purchase Price as determined between Company and Customer for stops of distances of less than forty (40) miles between stops, or (ii) a reasonable amount to be determined by Company based on the distance between such stops and load size for stops of distances of forty (40) miles or more between stops. If additional stops of distances of forty (40) miles or more between stops are requested after loading and Customer and Company are not able to agree upon the additional charges, the shipment will be delivered as set forth in this Agreement.
9. (j) Layover Fee. If Customer requests a layover, in which Customer asks Carrier to delay delivery to Destination to a date after the Delivery Date, Customer will be charged \$250.00 per day for each day delayed after the Delivery Date.
10. (k) Elevator Fee. Customer will be charged a onetime charge of an additional \$25.00 for each five (5) floors that must be utilized by elevator.
6. Cancellation, Rescheduling and Refund Policies.
 1. (a) Customer's Right to Cancel. Customer may submit a cancellation notice ("Cancellation Notice") to rescind this Agreement and cancel the Services provided for hereunder, in writing via email to firemanscarymovers@gmail.com which shall be sent at least 48 hours prior to the Beginning Service Date ("Cancellation Period"). In addition to submitting the Cancellation Notice, Customer shall confirm with Company of Company's receipt of such Cancellation Notice;; failure to do so may result in the imposition of the Cancellation Fee, as provided herein. Upon receipt of a valid Cancellation Notice within the Cancellation Period, Customer shall not owe any amount to Company for the Services hereunder. If Customer sends a Cancellation Notice at any time more than three days after signing this Agreement and within five (5) Business Days of the Beginning Service Date, Customer shall be charged a cancellation fee of \$200.00 ("Cancellation Fee").
 2. (b) Rescheduling. Customer may reschedule the Beginning Service Date by submitting a rescheduling notice ("Rescheduling Notice") within the Cancellation Period in writing via email to CustomerService@mangomoving.com or via facsimile to 913.951.2989. Upon receipt of the first valid Rescheduling Notice within the Cancellation Period, Customer shall not be charged either the Cancellation Fee or the Rescheduling Fee (as

provided below). If Customer seeks to reschedule within five (5) Business Days of the Beginning Service Date, or if Customer seeks to reschedule more than once, a \$100.00 fee ("Rescheduling Fee") will be charged for each subsequent change.

3. (c) Refunds. Customer shall be refunded all amounts previously paid to Company, after reduction for any applicable Cancellation Fee, Rescheduling Fees and any other nonrefundable fees for packing supplies, if applicable (as provided in Section 1, upon the cancellation of the Services as provided in this Section 6.

7. Claims, Liability and Valuation. A claim for any loss, damage, injury, or delay, meeting the requirements

of the Company's tariff, must be filed in writing with Company within nine (9) months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against Carrier within two (2) years and one (1) day from the date when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part of or parts thereof specified in the notice. In addition to the following, the liability of the Company, Carrier or the party in possession is subject to the further limitations on the liability of the Company set forth in Schedule A relating to valuation.

(a) Exceptions to Liability - External Causes. Company and Carrier or party in possession shall be liable for physical loss of or damage to any of the Household Goods from external cause while being carried or held in storage-in-transit EXCEPT loss, damage or delay caused by or resulting:

- (i) From an act, omission or order of Customer;
1. (ii) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein, or items manufactured from pressboard, particle board or engineered wood (also referred to as "RTA" furniture) due to the fact that such RTA furniture is inherently susceptible to damage;
2. (iii) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.
3. (iv) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to Customer or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the Customer to proceed with such transportation and/or delivery, notwithstanding such risk.
4. (v) From Acts of God.

b) Other Exceptions to Liability. Neither Company nor Carrier shall be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of Carrier; nor shall Carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

8. Representations and Warranties of Customer. As applicable to the Services coordinated by Company under this Agreement, Customer represents and warrants that Customer: (i) is the legal owner of the Household Goods and has the authority to authorize the provision of the Services for such Household Goods, (ii) has been provided the Estimate;; (iii) is aware of Customer's rights through the following sources, which Customer has read: "Your Rights and Responsibilities When You Move Brochure", located at: <https://www.protectyourmove.gov/consumer/awareness/rights/rights.htm>;; and "Ready to Move Brochure", located at: <https://www.protectyourmove.gov/consumer/awareness/tips/ReadyToMove-2006-april.htm>, and Customer agrees that his or her signature on this Agreement constitutes verification as of the date of this Agreement that Customer has agreed to access, and has accessed, such information on the Internet. (iv) has been provided access to, and read, Schedule B regarding Company and Carrier's liability

and valuation of the Household Goods, (v) has been advised that Customer should obtain adequate insurance to protect Customer from loss or damage to the Household Goods, and (vi) has verified that none of the Household Goods are Hazardous Materials.

9. Indemnification. Customer, at his or her sole expense, shall indemnify, defend, and hold harmless Company, its affiliates, employees, agents, directors, officers and representatives, from and against any and all loss, damage, or liability (including without limitation, any and all attorneys' fees, costs, expenses and other amounts incurred in investigating, preparing, or defending against any claim, demand, suit, proceeding, litigation, or other legal action, threatened or initiated) due to or resulting from: (a) Customer's breach of this Agreement or the Damage Terms, (b) any actual or alleged personal injury (including death) or damage to personal or real property, including, without limitation, the Household Goods (including loss or theft thereof), to the extent such injuries or damages arise from the negligent acts or omissions or willful misconduct of Customer, and (c) any claim made by a third party against Company associated with the coordination of the Services.

10. Governing Law. This Agreement and the relationship between the Parties shall be governed exclusively by the laws of the United States and, to the extent that state law governs, the State of Kansas, without giving consideration to the conflict of laws principles of Kansas or any other jurisdiction.

11. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties, any legal or equitable rights hereunder.

12. Execution in Counterparts; Binding Effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

13. Entire Agreement. This Agreement and the documents incorporated by reference herein represent the entire agreement and understanding of the Parties with reference to the transactions set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements among the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement.

14. Waiver. The waiver by any Party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach, whether or not similar.

15. Severability. This Agreement will be deemed severable and the invalidity or unenforceability of any term or provision hereof will not affect the validity or enforceability of this Agreement or of any other term or provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

CUSTOMER: COMPANY:

FireMan's Carry LLC

Customer Signature: Name:

Date:

By: Name: Title: Date:

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Order ID Number(s): [_____]

Customer Name: []

Customer Address: []

Customer Cell Phone: [_____]

Purchase Price: \$[_____] The Purchase Price, which is to be prepaid in full, includes charges for boxes and other packing materials as follows:

[Itemize]

A Valuation Charge of \$ _____ pursuant to Schedule B and the following Additional Services (See Section 5 of Agreement):

[Itemize]

The sum of these amounts comprises the Purchase Price, which is: \$ _____ Origin:

[_____]

Beginning Service Date: []
Destination []
Delivery Period: []

FireMan's Carry LLC
46 Kennedy St
Charleston SC 29403
843-364-8658

The name and address of the motor carrier who will transport your goods is: []

If additional services are necessary to service the shipment, Customer:

____ Does ____ Does not request notification of additional charges before delivery.

This information is on the first page of the Order for Service

VALUATION OPTIONS FOR

FIREMAN'S CARRY FLAT RATE MOVING SERVICES: COMPANY PROTECTION PLAN AND RELEASED RATES

We offer two different liability options for your interstate move. These options are referred to as "valuation" coverage: (1) Our Company Protection Plan, which offers the Full (Replacement) Value of the lost or damaged goods, and (2) Released Value.

(1) Company Protection Plan

Under the Company Protection Plan, we cover the replacement value of lost or damaged goods in your shipment, up to the amount of the declared value or the full cost of repair to the damaged property, whichever is less. The declared value of your shipment is a lump sum amount determined by the total number of Linear Feet (LF) used by your shipment as shown in the following table, with a minimum declaration of \$32,000 per shipment, which may be increased to a maximum declaration of \$250,000 per shipment.

Linear Feet Used

1 – 20 LF

21 – 40 LF

41 – 53 LF Upon Request

Coverage Consumer Level* Cost

\$32,000 \$340 \$65,000 \$380

\$100,000 \$420 \$250,000 \$595

*Unless a higher level of coverage is selected. If you wish to select the Company Protection Plan, you must assign a value at least equal to the bracket in which the total number of Linear Feet used by your shipment falls.

The Company Protection Plan is the more comprehensive plan available for the protection of your belongings. Unless you select the alternative level of liability described below—Released Value—your goods will be transported under, and you will be charged for, the Company Protection Plan. Under the Plan, if any article is lost, destroyed or damaged while in transit, we will, at our discretion, offer to do *one* of the following for each item, up to the declared value:

- • Repair the item to the extent necessary to restore to the condition when received.
- • Replace with an item of like kind and quality.
- • Make a cash settlement for the cost of the repair or full (replacement) cost, without taking depreciated value into account.

Under the Company Protection Plan, our liability for loss or damage to articles of extraordinary value is limited, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound. These items include currency, coins, jewelry, precious metals, precious or semiprecious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts or other rare documents. Though we will accept these goods as required by federal law, we **strongly recommend** that you carry such items with you or make other arrangements for their transportation. If such items are nevertheless included in your shipment, you should complete and sign the High- Value Inventory form and sign the "Extraordinary (Unusual) Value Article Declaration" box on the Bill of Lading. If no articles of

extraordinary value are included in your shipment, write "none" on the High-Value Inventory form and sign it.

If you have selected the Company Protection Plan, or if you have not waived it by selecting the Alternative (Released) Level of Liability described below, the Company Protection Plan will apply at the rates set forth above

Items which are replaced or for which the full (replacement) value has been paid become our property. If your goods are in storage-in-transit for more than 30 days before delivery, our Company Protection Plan will be continued at an additional charge of \$100 per month or portion thereof, as set forth in our tariff, subject to the limitation that storage-in-transit ceases after the 90th day of such storage pursuant to the Tariff.

(2) Released Value

The most economical protection available is **Released Value**, since it is offered at no additional charge. However, the protection is minimal. Under this option, we assume liability for *no more than 60 cents per pound per article*. **IT IS CONSIDERABLY LESS THAN THE AVERAGE VALUE OF HOUSEHOLD GOODS.** For example, if a 10-pound stereo component worth \$1,000 were lost or damaged, you would only receive \$6.00 in compensation (60 cents x 10 pounds). Each shipping piece or package and its contents constitute one article, except that the component parts of any single article that has been taken apart or knocked down for shipment will constitute one article for the purpose of this calculation.

There is *no additional charge* for Released Value. However, you *must* sign a specific statement on the Binding Estimate and Order for Service Form agreeing to it. But remember, it compensates you according to the weight of the item, not its actual value. And, **if you do not select Released Value, your shipment will automatically be transported under the Company Protection Plan** and the applicable charges will apply.

The Company Protection Plan and Released Value are not insurance policies governed by State insurance laws; instead, they are Federal contractual tariff levels of liability authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation.

Third-party Insurance

If you select **Released Value**, you may also obtain separate liability insurance. The cost of this insurance is not included in the basic move and must be purchased separately by you. This insurance is ***not valuation coverage governed by Federal law***—it is optional insurance ***regulated by State law***. You should review your needs and make your own decisions about insurance. We and our affiliates, and our servicing carriers and their agents and contractors, are not an insurance company or insurance agents. We may only refer you to such providers. We do not explain coverage and do not provide assistance in making any decision to purchase any particular insurance policy. We make no representations about the coverage provided by any insurance policy.

If you do purchase separate insurance coverage, we remain liable for the amount up to 60 cents per pound per article as noted above, but the rest of the loss is recoverable from the insurance company up to the amount of insurance you purchased. If you obtain the policy through our referral, we will make sure you receive a written record of the policy purchase and provide you with a copy at the time of purchase. You also have the option of purchasing insurance from a third-party insurance company. Before purchasing insurance, check your homeowner's insurance policy to see if you're already covered.

Customer's Declaration of Value

This Declaration of Value establishes a tariff level of Company and Carrier liability - ***IT IS NOT INSURANCE***. Under the Company Protection Plan, if any article is lost, destroyed or damaged while in custody of Company, Carrier or any servicing carrier, Company will, at its option, either repair items to the extent necessary to restore to the condition when received by Company; pay Customer for the cost of repairs; replace item(s) with item(s) of like kind and quality; or make a cash settlement for the full (replacement) cost of the item(s). Under the Company Protection Plan level of liability your shipment will be transported based on the declared value per Linear Foot as selected by you below, with a minimum declaration determined by the total number of Linear Feet (LF) used by your shipment as shown in the table above.

CHOOSE OPTION A OR B AND SIGN BELOW:

A. Initial one of the four lines immediately below to accept the Company Protection Plan. I declare the value of my shipment to be:

_____ \$32,000

_____ \$65,000 _____ \$100,000 _____ \$250,000

OR:

B. WAIVER: If any article is lost, destroyed or damaged while in the custody of Company, Carrier or any servicing carrier, liability of Company, Carrier and servicing carriers is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. **IT IS CONSIDERABLY LESS THAN THE AVERAGE VALUE OF HOUSEHOLD GOODS.** To waive the Company Protection Plan of Full (Replacement) Value liability and to select the Alternative Level of Liability, you must write, on the line below, the words "60 cents per pound".

Your signature is required here: I acknowledge that for my shipment I have 1) either waived the Company Protection Plan level of liability OR declared a value under the Company Protection Plan level of liability, and 2) received and read a copy of this Schedule A containing Carrier's brochure explaining these provisions.

X

(Shipper's Signature) (Date)

(c) When Full Value Protection applies to a shipment that includes one (1) or more motor vehicles (automobiles, vans, pickup trucks, or sport utility vehicles), the maximum liability for the vehicles shall be either (1) the value stated in the current issue of the National Automobile Dealer's Association (N.A.D.A.) Official Used Car Guide (the "Guide") for such vehicle(s), adjusted for mileage and other factors considered in the Guide, or (2) the appraised value of the vehicle(s), whichever is less.

4. (d) The released or declared value and the maximum liability, whether or not loss or damage, injury, or delay occurred from Company or Carrier negligence, as determined under this rule, shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which Company has contracted to perform.

5. (e) When Customer takes a written exception at the time of delivery for non-delivery of an inventoried item(s), and subsequently submits a properly documented claim for loss of the item(s) and Company's investigation establishes Company's liability, the deductible amount, if any, shall not apply to the non-delivered item(s).

(f) **EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION.** Customers who tender shipments which are released to a value greater than 60¢ per pound per article, that include an article or articles that exceed \$100 per pound per article, in value, must specifically notify Company in writing that an identified article or articles with a value greater than \$100 per pound are included in the shipment by execution of the following provision:

I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound Per Article" that are included in my shipment and that I have given a copy of this Inventory to Company's representative. I also acknowledge that Company's and Carrier's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

(Customer's Signature) (Date)

7. (g) Customer's failure to notify Company that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict Company's and Carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

8. (h) Rates or charges herein based on released value have been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001, as amended.

EXHIBIT 1

ESTIMATE OF MOVING SERVICES

This ESTIMATE OF MOVING SERVICES (the "Estimate") is entered into this _____ day of _____, 20____ by and FireMan's Carry LLC, a SC limited liability company ("Company"), and _____, an individual ("Customer"). All

capitalized terms not defined herein shall have the meanings assigned to them in the Full Service Flat Rate Customer Moving Services Binding Estimate and Order for Service between Company and Customer.

Customer has requested that Company provide the coordination of moving services. Based upon the information provided to Company, Company estimates the fees for such services, apart from any of the fees set forth below, shall be

\$ _____ (the "Purchase Price"). The Purchase Price is a "binding estimate." It is binding upon FireMan's Carry LLC and on you as the individual shipper. The charges shown as the Purchase Price apply only to those services specifically identified in this estimate.

Customer has reviewed the list of Additional Services set forth in Section 5 of the Agreement and certifies that the only services known to be necessary are listed below and included in the Purchase Price: Additional Undocumented Inventory Fee, Additional Packing Fee, Waiting Time Fee, Stair Carry Fee, Long Carry Fee, Shuttle Fee, Destination Storage Fee, Piano Fees, Additional Stop Fee, Layover Fee and Elevator Fee. Pursuant to 49 C.F.R Section §375.401, an estimate for such moving services must be based upon a physical survey by the motor carrier of the household goods to be transported, unless such survey is waived by Customer prior to loading of the household goods for transportation. Customer hereby waives such physical survey requirement. You have the right to inspect our tariffs (our schedules of rates or charges) governing your shipment. Our tariffs are made a part of the contract of carriage (bill of lading) between you and us as your mover. You may inspect our tariff at our facility, or, upon request, we will furnish you a free copy of any tariff provision containing our rates, rules, or charges governing your shipment. Please refer to Your Rights And Responsibilities When You Move (See Section 8 of the Agreement) for additional information about tariffs.

CUSTOMER:

COMPANY:

FireMan's Carry LLC

Customer Signature:

Name:

Date:

By:

Name:

Title:

Date:

ITEM 15

EFFECTIVE DATE GOVERNING APPLICATION OF RULES, RATES AND CHARGES OF THIS TARIFF

Except as otherwise specifically provided in this Tariff, all rules, rates and charges in effect on the date shipment is picked up shall apply.